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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

REBECCA RICHARDSON, as an
individual, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

SUNBELT STAFFING, LLC, a Florida
limited liability company; and DOES 1 to
50, inclusive,

Defendant.

Case No. 2:25-cv-00403-DJC-JDP

CLASS ACTION

**JOINT STIPULATION RE
AUTHENTICITY OF PLAINTIFF'S
ARBITRATION AGREEMENT
ELECTRONIC SIGNATURE; ORDER
RE SUPPLEMENTAL BRIEFING**

State Court Case No. 24CV025550
State Complaint Filed: 09/19/2024
Trial Date: TBD

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10 Attorneys for Defendant
11 SUNBELT STAFFING, LLC
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1 TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
2 RECORD:

3 Plaintiff REBECCA RICHARDSON ("Plaintiff") and Defendant SUNBELT
4 STAFFING LLC ("Defendant") hereby (collectively, "Parties"), by and through their
5 respective counsel of record, hereby enter into the following stipulation:

6 WHEREAS, on March 28, 2025, Defendant filed a Motion to Compel Arbitration,
7 Dismiss Class Claims, and Stay Litigation [Dkt. 5] on the grounds that Plaintiff entered
8 into a Voluntary Dispute Resolution and Arbitration Agreement for Consultants
9 ("Arbitration Agreement") that required her claims be resolved exclusively through
10 binding arbitration on an individual basis;

11 WHEREAS, on April 11, 2025, Plaintiff filed an Opposition [Dkt. 7] to Defendant's
12 Motion to Compel Arbitration, Dismiss Class Claims, and Stay Litigation which, among
13 other things, contested the validity and authenticity of Plaintiff's electronic signature on
14 the Arbitration Agreement;

15 WHEREAS, on May 15, 2025, the Court held a Hearing on Defendant's Motion
16 and, after oral argument, Ordered [Dkt. 9] Defendant to file a sur-reply and supplemental
17 declaration as to the issue of validity and authenticity of Plaintiff's electronic signature
18 on the Arbitration Agreement within twenty-one (21) days, and for Plaintiff to file a
19 response and supplemental declaration within fourteen (14) days thereafter;

20 WHEREAS, from May 27, 2025, through June 3, 2025, the Parties, by and
21 through their counsel, have engaged in extensive meet and confer discussions, sharing
22 additional evidence and argument as to the issue of validity and authenticity of Plaintiff's
23 electronic signature on the Arbitration Agreement;

24 WHEREAS, on June 4, 2025, based on the information Defendant had provided
25 to Plaintiff during the Parties' meet and confer discussions, Plaintiff agreed to stipulate
26 to the authenticity of Plaintiff's electronic signature on the Arbitration Agreement;

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1 WHEREFORE, in an attempt to resolve disputes as to the validity and authenticity
2 of Plaintiff's electronic signature on the Arbitration Agreement expeditiously and without
3 the unnecessary expenditure of further judicial and party resources, the Parties hereby
4 STIPULATE as follows:

- 5 1. That Defendant sent the Arbitration Agreement to Plaintiff on August 1, 2024,
6 to Plaintiff's Able Talent Platform account within a packet of documents
7 collectively presented to her as the "Sunbelt Education-Offer Package—
8 California," which contained the documents attached hereto as **Exhibit A**; and
9 2. That Plaintiff's August 2, 2024, electronic signature on the Arbitration
10 Agreement in **Exhibit A**, and as presented to the Court as Exhibit A to the
11 Declaration of Nikole Paul [Dkt. 5-3], is valid and authentic.
12

13 **IT IS SO STIPULATED.**

14 Dated: June 6, 2025

GRAHAMHOLLIS APC

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17 By: /s/ Monique R. Rodriguez

18 Hali M. Anderson
19 Monique R. Rodriguez
20 Attorneys for Plaintiff
REBECCA RICHARDSON

21 Dated: June 6, 2025

JACKSON LEWIS P.C.

22
23 By: /s/ Sean M. Bothamley

24 Mia Farber
25 Sean M. Bothamley
26 Evan D. Beecher
27 Veena Bhatia
28 Attorneys for Defendant
SUNBELT STAFFING, LLC

ORDER

The Court, having reviewed the Parties' Joint Stipulation re Authenticity of Plaintiff's Arbitration Agreement Electronic Signature, ORDERS as follows:

The Court's Order [Dkt. 9] is rescinded and Defendant's Motion to Compel Arbitration, Dismiss Class Claims, and Stay Litigation [Dkt. 5] is taken under submission without additional supplemental declarations or sur-reply briefing.

IT IS SO ORDERED.

Dated: June 6, 2025

/s/ Daniel J. Calabretta

THE HONORABLE DANIEL J. CALABRETTA
UNITED STATES DISTRICT JUDGE